

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2021-136-T**

Application of Sullivan Junk and Moving, LLC  
d/b a College Hunks Moving for Class E  
(Household Goods) Certificate of Public  
Convenience and Necessity for Operation of  
Motor Vehicle Carrier

**PREFILED DIRECT  
TESTIMONY  
OF WILLIAM SULLIVAN**

**Q. Please state your name, employer, and business address.**

**A.** My name is William Sullivan. I am the founding member of Sullivan Junk and Moving, LLC d/b a College Hunks Moving ("College Hunks") located at 907 Calhoun Street, South Carolina (29201).

**Q. What is the purpose of your testimony?**

**A.** I am testifying in support of College Hunks's Application for a Class E Certificate of Public Convenience and Necessity with statewide authority.

**Q. Is College Hunks organized to transact business in the State of South Carolina?**

**A.** Yes, College Hunks is a South Carolina Limited Liability Company established on March 29, 2021. A copy of a certificate of good standing was filed with College Hunks's application, and the company remains in good standing.

**Q. How did you become associated with College Hunks?**

**A.** I am the organizer and sole member of College Hunks.

**Q. Please tell the Commission about your education and work history?**

**A.** Education: I attended Clemson University where I obtained a B.S. in Applied Mathematics. I graduated number one in my college and obtained various awards throughout my

tenure. Along with my mathematics courses, I took courses in economics and finance that taught me valuable skills like cashflow management, financial accounting, data analysis and flex-pricing. I also took an entrepreneurship course that brought in successful businessman and businesswoman every week to highlight particular challenges on running a business and how to overcome them. These included marketing, employee management, supply chain management, and various ways to drive profitability, not just revenues.

Work Experience: Before attending Clemson, I ran a successful iPhone, iPad, and Mac repair company. Through this process, I learned how to price goods and services, how to manage employees, and most importantly, how to manage customers. As this was my first business, it was not without hiccups. There were times where my supplier would not be able to ship necessary parts, and I had to scramble to get my hands on pieces needed to run my business. There were days when my scheduled employee would not/could not show, and I had to communicate with the customer and still provide her the service she wanted to purchase. I could spend paragraphs talking about all of the various pitfalls and successes of my company, and I will say I learned more running that business than I did from all of my “textbook” based business courses at Clemson.

After graduating Clemson, I took my FINRA Series 65 test and became a financial advisor. During my work as an advisor, I spent a majority of my time analyzing companies and financial filings to help determine proper allocations for client’s investment and retirement accounts. This is where I learned most of my technical knowledge around balance sheets and income statements. I believe all of this knowledge will be key in driving my bottom line profitability, and ultimately, driving the success of College Hunks.

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**Q. Please describe the services College Hunks would like to provide.**

A. College Hunks will provide all services associated with household goods moving such as packing, unpacking, and physical labor.

**Q. Do you have any experience providing moving services?**

A. No, but as a franchise, we have over 150 locations and a strong corporate team to assist with any difficulties that may arise as well as answer any questions based on their experience in helping other franchises around the country.

**Q. How employees will College Hunks have?**

A. College Hunks will initially have 4 employees.

**Q. How will you train your employees?**

A. We have both an online and a physical training program. Each employee first goes through the online program. Online, they learn about the business, what is expected of them personally, and the core values of our brand. The online lessons will go over key tasks performed day to day such as how to lift heavy items properly, how to wrap items to minimize damages, how to load a truck, how to safely drive a truck, as well as how to interact with clients. The physical training will involve actually wrapping real pieces of furniture. A team lift of a heavy safe and loading and unloading the truck at the warehouse. After this initial training, the employee will then go and shadow a real move before performing as a mover on their first official move.

**Q. Does College Hunks own or lease any vehicles?**

A. Yes, College Hunks is leasing a 26-foot box truck. We will also rent another truck as needed

1    **Q.     Does College Hunks plan to acquire other vehicles?**

2    A.     We plan to add vehicles as we see fit. Our initial plan will be to add a midsize truck to  
3    both assist our 26-foot truck on larger moves as well as handling smaller homes and apartment  
4    moves.

5    **Q.     Will College Hunks be insured?**

6    A.     Yes, an insurance quote is attached to College Hunks's Application.

7    **Q.     Has College Hunks submitted a tariff?**

8    A.     College Hunks is submitting a tariff as Exhibit A to my testimony.

9    **Q.     How will you quote the cost of a move to a customer?**

10   A.     College Hunks will only provide an estimated cost of a move; not a fixed price. Our  
11   quotes are based upon square footage, moving experience and what clients convey they need  
12   moved. On-site estimates will be performed if deemed necessary.

13   **Q.     Does College Hunks have a Bill of Lading?**

14   A.     Yes, I've attached a Bill of Lading form to my testimony as Exhibit B.

15   **Q.     Will College Hunks provide a Bill of Lading for each move it conducts?**

16   A.     Yes.

17   **Q.     Why do you believe there is a need for College Hunks's services in South Carolina?**

18   A.     As the housing market rebounds from the recession, more people need to the services of  
19   good moving companies. Residential permitting activity was 60.2% higher in March of 2021  
20   than it was last year, and housing starts are up 48.8% from April of last year. According to the  
21   Federal Reserve, the state's unemployment rate was about 5.0% in April of 2021, more than half

of the unemployment rate in April of 2020.<sup>1</sup> The United States Census Bureau estimates South Carolina grew by 9.9% to over 5 million people between April 1, 2010, and July 1, 2018. These numbers suggest that demand for qualified movers will be strong.<sup>2</sup>

**Q. How will College Hunks reach its customers?**

**A.** We plan to market College Hunks with pay-per-click services from Chair10 marketing. We also will network with real estate agents to show them why they should recommend our service to their clients and the value we can add as a brand.

**Q. Is College Hunks financially able to provide service to the public?**

**A.** Yes. As shown on our application, College Hunks is financially viable.

**Q. Are there any outstanding court orders or judgments against College Hunks or you, personally?**

**A.** No.

**Q. Are you aware of any complaints filed against College Hunks or you with the Better Business Bureau, the Chamber of Commerce, or any state or municipal court or agency?**

**A.** No.

**Q. Has College Hunks or have you ever been convicted of a crime?**

**A.** No.

**Q. Are you familiar with, and do you agree to comply with, the statutes and regulations that govern the operation of intrastate household goods movers in South Carolina?**

**A.** Yes, and College Hunks will comply with them.

**Q. Have you published a notice of College Hunks's application?**

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<sup>1</sup>

[https://www.richmondfed.org/~media/richmondfed.org/research/regional\\_economy/reports/snapshot/pdf/snapshot\\_sc.pdf](https://www.richmondfed.org/~media/richmondfed.org/research/regional_economy/reports/snapshot/pdf/snapshot_sc.pdf)

<sup>2</sup> See U.S. Census Bureau Quick Facts, South Carolina, [www.census.gov/quickfacts/sc](http://www.census.gov/quickfacts/sc).

1    **A.**     Yes. A notice was published in The Post and Courier newspaper on April 24, 2021, and  
2    an affidavit of publication has been filed with the Commission.

3    **Q.**     **What is College Hunks's plan for the next five years?**

4    **A.**     Over the next 5 years, I plan to establish the company as the premium moving service of  
5    Columbia. Professionalism and presentation will be key in obtaining this goal. Along with being  
6    professional, we need to be reliable. If we are to become successful as a top mover in the area,  
7    we cannot become complacent and stop applying ourselves to give our best work every day and  
8    relentlessly market our services. In 5 years, we are projecting an annual revenue of 4 dollars per  
9    capita in Columbia. Once we hit our benchmark, we will consider expanding to neighboring  
10   areas.

11   **Q.**     **Does this conclude your testimony?**

12   **A.**     Yes.

**EXHIBIT A**  
**(Tariff)**

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN  
THE STATE OF SOUTH CAROLINA**



# Sullivan Junk and Moving, LLC d/b/a College Hunks Moving South Carolina Household Goods Tariff

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# Sullivan Junk and Moving, LLC d/b/a College Hunks Moving South Carolina Household Goods Tariff

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## Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Sullivan Junk and Moving, LLC d/b/a College Hunks Moving ("College Hunks Moving"). These services are furnished between points and places in all South Carolina counties.

## SECTION 1

### **1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

### **1.1 Hourly Rates and Charges**

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the College Hunks Moving office location and includes the movers' estimated return time to the office location.

The Overnight Storage fee is \$150

Charges for May 1<sup>st</sup> thru September 30<sup>th</sup>

<b>Number of Movers</b>	<b>Hourly Weekday Charge</b>	<b>Hourly Weekend Charge (Friday, Saturday &amp; Sunday)</b>
Two Hunks and 1 Truck	\$120.00	\$130.00
Three Hunks and 1 Truck	\$160.00	\$170.00
Four Hunks and 1 Truck	\$200.00	\$210.00

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Date Proposed: 6/15/2021

Effective Date: \_\_\_\_\_

# **Sullivan Junk and Moving, LLC d/b/a College Hunks Moving South Carolina Household Goods Tariff**

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Five Hunks and 2 Trucks	\$250.00	\$ 260.00
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Six Hunks and 2 Trucks	\$290.00	\$ 300.00
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Charges for October 1<sup>st</sup> thru April 30<sup>th</sup>

<b>Number of Movers</b>	<b>Hourly Weekday Charge</b>	<b>Hourly Weekend Charge (Friday, Saturday &amp; Sunday)</b>
Two Hunks and 1 Truck	\$110.00	\$120.00
Three Hunks and 1 Truck	\$150.00	\$160.00
Four Hunks and 1 Truck	\$190.00	\$200.00
Five Hunks and 2 Trucks	\$240.00	\$250.00
Six Hunks and 2 Trucks	\$280.00	\$ 290.00

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Date Proposed: 6/15/2021

Effective Date: \_\_\_\_\_

# Sullivan Junk and Moving, LLC d/b/a College Hunks Moving South Carolina Household Goods Tariff

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## 1.2 Minimum Hourly Charges and Deposit:

The following minimum hourly charges apply:

Monday- Thursday	Two-Hour Minimum Charge
Friday- Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. A deposit equal to the minimum charge is required. If a customer cancels within 48 hours of their move, College Hunks Moving will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

## SECTION 2

### 2.0 Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

#### 2.1 Bulky Article Charges (per item)

- Gun cabinet - \$99
- Steel Gun Cabinet (in excess of 400 lbs.) - \$275
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Golf Carts - \$150
- Pianos (Upright and Spinet only)- \$275
- Heavy Items exceeding 400lbs - \$75

## **Sullivan Junk and Moving, LLC d/b/a College Hunks Moving South Carolina Household Goods Tariff**

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### **2.2 Elevator or Stair Carry**

College Hunks Moving does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

### **2.3 Excessive Distance or Long Carry Charges**

College Hunks Moving does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

### **2.4 Pick Up and Delivery**

College Hunks Moving does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

### **2.5 Packing and Unpacking**

**2.5.1** College Hunks Moving does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the price of packing materials as listed on Appendix A.

**2.5.2** College Hunks Moving is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. College Hunks Moving reserves the right to decline any moves consisting of extremely large or fragile items.

### **2.7 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

## **Sullivan Junk and Moving, LLC d/b/a College Hunks Moving South Carolina Household Goods Tariff**

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### **2.8 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of College Hunks Moving.

## **SECTION 3**

### **3.0 Rules and Regulations**

#### **3.1 Claims**

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. College Hunks Moving must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time-to-time damages may occur. If damages are caused by our service, College Hunks Moving reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. College Hunks will pay \$.60 per pound of an item. The customer has the right to purchase their own insurance before the move. If there is damage, notify College Hunks Moving immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

## Sullivan Junk and Moving, LLC d/b/a College Hunks Moving South Carolina Household Goods Tariff

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### **3.2 Computing Charges**

College Hunks Moving's rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

### **3.3 Governing Publications**

College Hunks Moving's rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

### **3.4 Valuation**

**3.4.1. Standard.** College Hunks Moving maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed or damaged while in custody of College Hunks Moving will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).

**3.4.2. Full (Replacement) Value Protection.** Full replacement coverage is available upon request, or may be obtained from third-party providers

### **3.5 Items of Particular Value**

College Hunks Moving does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. College Hunks Moving will not accept responsibility for safe delivery of such articles if they come into College Hunks Moving's possession with or without College Hunks Moving's knowledge.

**Sullivan Junk and Moving, LLC d/b/a College Hunks Moving South Carolina  
Household Goods Tariff**

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**3.6 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of College Hunks Moving's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

**3.7 Delays**

College Hunks Moving shall not be liable for any delays in transporting household goods resulting from an Act of God or fault or neglect of any unforeseen entities.

**APPENDIX A**

All packing supplies, boxes, and moving accessories will be charged at market price.



**EXHIBIT B**  
**(Bill of Lading)**

PSC

## UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT FORM

No.

Sullivan Junk and Moving, LLC, d/b/a  
College Hunks Moving  
507 Calhoun Street Columbia, S.C. 29201  
(803) 269 8151

SHIPPER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_

## NOTIFICATION OF WEIGHT &amp; CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL  
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐

NOTIFY \_\_\_\_\_ TEL. \_\_\_\_\_  
ADDRESS \_\_\_\_\_

RECEIVED \_\_\_\_\_  
SUBJECT TO \_\_\_\_\_ ROUTING \_\_\_\_\_

GENERAL  
CONDITIONS:

## INVOICING

GOV'T. B/L No. \_\_\_\_\_  
BILL CHARGES TO \_\_\_\_\_

THIS SHIPMENT WILL MOVE SUBJECT TO  
THE RULES AND CONDITIONS OF THE CAR-  
RIER & TARIFF. ALL TERMS PRINTED OR  
STAMPED HEREON OR ON THE REVERSE  
SIDE HEREOF. SHIPPER HEREBY RELEASES  
THE ENTIRE SHIPMENT TO A VALUE NOT  
EXCEEDING THE CARRIER'S LI-  
ABILITY FOR LOSS AND DAMAGE WILL BE .80  
PER LB. PER ARTICLE UNLESS A GREATER  
AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED \_\_\_\_\_  
Shipper \_\_\_\_\_ Date \_\_\_\_\_

## TIME RECORD

START \_\_\_\_\_  
FINISH \_\_\_\_\_  
AM AM Customers Initials  
PM PM Customers Initials

JOB HOURS \_\_\_\_\_  
TRAVEL TIME \_\_\_\_\_  
TOTAL HOURS \_\_\_\_\_

TRANSPORTATION SERVICES  
HOURLY CHARGE

STRAIGHT TIME  
VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

OVERTIME SERVICES  
VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.  
TRAVEL TIME HOURS at \$ \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_  
OTHER CHARGES \_\_\_\_\_  
PACKING \_\_\_\_\_  
INSURANCE \_\_\_\_\_  
TOTAL \_\_\_\_\_  
DATE DELIVERED \_\_\_\_\_  
DRIVER \_\_\_\_\_

CONSIGNEE TO \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_  
PREFERRED DELIVERY DATE(S) \_\_\_\_\_  
OR PERIODS OF TIME \_\_\_\_\_

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR  
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES  
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK  
WILL NOT BE ACCEPTED.

## RATES, RULES AND REGULATIONS IN

TARIFF \_\_\_\_\_ SEC. \_\_\_\_\_

## WEIGHT AND SERVICES

☐ SPACE RES. \_\_\_\_\_ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE \_\_\_\_\_

☐ EXCL. USE OF VEH. \_\_\_\_\_ CU. FT.

GROSS	TARE	NET	RATE	CHARGES
TRANSPORTATION	MILES			
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)				
ADD'TL. TRANS. (SURCHARGE)	<input type="checkbox"/> ORIG. <input type="checkbox"/> DEST.			
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____				
AT _____				
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____				
PIANO HANDLING: OUT _____ IN _____ HOIST _____				
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____				
WAREHOUSE HANDLING _____				
TRANSIT STORAGE: FROM _____ TO _____				
S.I.T. VALUATION CHARGE _____				

## APPLIANCE SERVICES

ORIGIN DUE \_\_\_\_\_

DEST. DUE \_\_\_\_\_

## OTHER CHARGES

CARTAGE: TO WHSE <input type="checkbox"/> FROM WHSE <input type="checkbox"/> ORIG <input type="checkbox"/> DEST <input type="checkbox"/> MI	QUANTITY
BARRELS	5
CARTONS LESS THAN 1 1/2	
CARTONS 1 1/2	
CARTONS 3	
CARTONS 4 1/2	
CARTONS 6	
CRIB MATTRESS	
WARDROBES (USE OF)	
MATTRESS CARTON NOT EXCEEDING 39 x 75	
MATTRESS CARTON NOT EXCEEDING 54 x 75	
MATTRESS CARTON EXCEEDING 54 x 75	
CRATES MIRROR CARTONS	
TOTAL PACKING	

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. TOTAL CHARGES \_\_\_\_\_

PREPAYMENT: COLLECTED BY \_\_\_\_\_

BALANCE DUE: COLLECTED BY \_\_\_\_\_

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES  
ORDERED WERE PERFORMED.

REC'D FOR STORAGE \_\_\_\_\_ WAREHOUSE \_\_\_\_\_ CONSIGNEE \_\_\_\_\_

BY \_\_\_\_\_ PER \_\_\_\_\_ DATE \_\_\_\_\_  
(WAREHOUSEMAN'S SIGNATURE)

# CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described ("the Property") shall be liable as at common law for any loss thereof or damage thereto, except as provided herein, and in the terms of the carrier's tariff.

(b) No carrier or party in possession of all or any of the Property shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature, or defect, of the Property. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for the loss or damage thereto or responsible for its condition, operation, or functioning, whether or not such Property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the Property shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the Property.

(e) In case of quarantine, the Property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the Property is so discharged, or Property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to Property shall be borne by the owners at the Property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may have to pay, by reason of the introduction of the Property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said Property by any particular schedule, vehicle, train, or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a value lower than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the Property when the loss, damage, injury or delay occurred within 30 days after delivery of the Property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon under the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable because of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of said Property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Unless such service is required as the result of carrier's negligence, all Property shall be subject to necessary cooperation, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the Property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the Property for delivery at destination, or at the time tendered for delivery of the Property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse, or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available point, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. If the consignee cannot be found at the address given for delivery, then in that event, notice of placing such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such Property has been placed, subject to this paragraph.

(b) Where nonperishable Property transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or the consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the Property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the Property has been refused or remains unclaimed and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the Property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided that 30 days shall have elapsed before publication of notice of sale after the notice that the Property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable Property transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration, or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the Property or the failure to receive it and request for disposition of the Property, such notification shall be given, in such manner as the exercise of due diligence requires before the Property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is impossible, it is agreed that nothing in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the Property under such circumstances and in such manner as authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the Property sold.

(f) Where the carrier is directed to load Property from (or render any services at) a place or places at which the consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(g) Where the carrier is directed to unload or deliver Property (or render any services) at the place or places at which the consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on the Property; but, except in those instances where it lawfully may do so, no carrier shall deliver or relinquish possession at destination of the Property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said Property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of the Property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the Property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in the Property, and, (b) before delivery of the Property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigning or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of the Property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigning or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.

ACCEPTED FOR PROCE... JUN 24 PM 4:40 - 2016 - 26-T-Page 19 of 19